PROGRAMMATIC AGREEMENT AMONG THE UNITED STATES ARMY MATERIEL COMMAND, THE ADVISORY COUNCIL ON HISTORIC PRESERVATION, AND MULTIPLE STATE HISTORIC PRESERVATION OFFICES CONCERNING A PROGRAM TO CEASE MAINTENANCE, EXCESS, AND DISPOSE OF CERTAIN PROPERTIES

WHEREAS, at several ammunition plants in the continental United States, the Armament, Munitions and Chemical Command (AMCCOM) proposes to cease maintenance on some or all installation buildings, declare them excess, and dispose of them, but retain underlying lands; and

WHEREAS, changing circumstances, such as a lower threat of global conflict, have lead AMCCOM into circumstances where it can no longer operate and maintain all its installations at past levels; and

WHEREAS, AMCCOM will meet the requirement to change operation method in accordance with a universal strategy that will provide high quality conventional ammunition, assure ability to surge production, retain ability to rapidly recover from war reserve drawdown, and retain idle capacity that is unique or requires a long leadtime; and

WHEREAS, in changing operation method, AMCCOM shall adjust and in some cases eliminate mobilization emergency production schedule assignment; and

WHEREAS, as a result, AMCCOM shall maintain only minimum facilities required for mobilization and shall declare excess those buildings and facilities that the government no longer requires; and

WHEREAS, implementation of this program will affect properties in or eligible for inclusion in the National Register of Historic Places (historic properties); and

WHEREAS, AMCCOM has consulted with the Advisory Council on Historic Preservation (Council) and the State Historic Preservation Officers (SHPO) among the affected states pursuant to Section 800.13 of the regulations (36 CFR Part 800) implementing Section 106 of the National Historic Preservation Act (NHPA),

in accordance with Section 106, 110, and 111 of NHPA, and following the procedure in Army Regulation 420-40, "Historic Preservation;"

NOW, THEREFORE, the Army, the Council, and the SHPO agree AMCCOM has determined the necessity to cease maintenance on buildings, and they agree to administer the implementation of the program in accordance with the following stipulations, which will satisfy AMCCOM's Section 106, 110, and 111 responsibilities for all individual undertakings under the program.

Stipulations

The Army will carry out the following measures.

I. APPLICABILITY:

The terms of this agreement apply to an AMCCOM action to cease maintenance on all or part of the buildings on applicable installations, declare the buildings excess, and eventually dispose of them without underlying lands. The program may affect Badger Army Ammunition Plant (AAP), Wisconsin; Joliet AAP, Illinois; Indiana AAP, Indiana; Kansas AAP, Kansas; Radford AAP, Virginia; Ravenna AAP, Ohio; and Twin Cities AAP, Minnesota. All buildings on these installations, including pre-World War II buildings, are subject to effect. The Army may amend this Agreement to include additional installations it proposes for the program under future initiatives by listing the installation and state in the blank provided here, and by securing signature of the affected SHPO and Council within extra signature blocks that follow the body of this agreement.

_____

_____

_____

_____

_____

_____

II. AREAS OF POTENTIAL EFFECTS:

A. For purposes of this agreement, the area of potential effects (36 CFR 800.2[c]) is the area within the installation boundaries. The undertaking will result in changes in maintenance levels for designated buildings and structures, and ultimately their disposal. The undertaking will have no effect on archeological

historic properties because AMCCOM will retain lands, restrict access to authorized personnel, and continue land management activities.

B. The decision to implement the program will not cause significant reductions in population, reductions in amount of traffic, or changes in land use that extend beyond the applicable plants, because buildings subject to effect are not in use. The Army expects minor impacts in these areas and there is no reasonably foreseeable effect from these changes on historic properties beyond plant boundaries.

C. Parties to this agreement shall consult pursuant to Stipulation IX to resolve disputes over the area of potential effects.

III. NATIONAL ENVIRONMENTAL POLICY ACT AND PRELIMINARY COORDINATION WITH SHPO:

A. In cases when, in accordance with the National Environmental Policy Act (NEPA), AMCCOM files or plans to file an environmental document for the undertaking:

1. AMCCOM will include the Army Materiel Command Historic Preservation Officer in the review of the environmental document, and, AMCCOM will state in such documents that it will comply with NHPA via the terms of this Agreement; and

2. AMCCOM will provide the appropriate SHPO and the Council the Environmental documents on the undertaking. These documents are for review by the SHPO and Council over a period concurrent with the document's public review period. Lack of their comment by the end of the period will indicate concurrence.

IV. IDENTIFICATION AND EVALUATION:

A. Identification.

AMCCOM determines through the process in 36 CFR 800.4(a)(1) that existing information is adequate to identify significant buildings or structures, and will not undertake installation-specific field surveys for identification for that purpose.

B. Evaluation.

1. Any pre-1940 building or structure identified as historically important (preservation category I, II, or III) within base-line historic structure reports of the mid-1980s remains historically significant today (base-line historic structure reports were produced by the National Park Service under contract to the Army Materiel Command).

2. All of the affected plants are historically important due to association with the events of World War II.

3. No buildings, structures, or objects dating to the Cold War meet the criteria of exceptional significance applicable to properties less than 50 years in age. The Cold War's primary significance in arms production derives from development and escalation of non-conventional weapons, i.e. nuclear and chemical warfare agents. While the potential for the use of conventional weapons existed during this period of our history (1946-1990), the items produced at these ammunition plants were used in most twentieth century conflicts, and are not specific to the Cold War context in a manner to suggest exceptional significance. These facilities were dedicated to the production of conventional ordnance; i.e. production of TNT, conventional bombs, smokeless black powder, and small arms ammunition.

V. DETERMINATION OF EFFECT:

The undertaking shall have an adverse effect on buildings and structures at affected installations; AMCCOM makes this determination by application of 36 CFR 800.9(a) and (b). AMCCOM will disturb the ground surfaces in the immediate area of buildings during the disposal process. Disposal in this undertaking is an action that will eventually result in loss of buildings through demolition, lack of maintenance, or removal. These actions will not affect historic properties that are archeological resources due to the disturbance of surface deposits in the immediate area of buildings during construction. Disturbance of the area in the vicinity of buildings is documented within base-line archeological overviews of the mid-1980s (base-line archeological overviews were produced by the National Park Service under contract with the Army Materiel Command.

VI. TREATMENT AND MANAGEMENT:

A. AMCCOM will develop documentation to include:

1. A thematic context of World War II mobilization and operation of what was then the Ordnance Department's new facilities program with:

a. Information on social impacts of the plants upon communities, particularly the communities associated with the affected plants; and

b. Information on the construction and operational characteristics of buildings.

c. Separate appendices for each plant, beginning with information on Twin Cities, Ravenna, and Joliet, and with additions as other plants are directly affected by the program to cease maintenance, declare buildings excess, and eventually dispose of them without underlying lands. Each appendix would provide specific information on a plant and how it relates to the thematic context. Each plant's illustrated report shall include: Archival quality 35 mm black-and-white 4" x 5" photographic prints, and a concise historic context to show extant conditions of historically significant facilities and equipment. Photographs will illustrate:

i. Archetypal production lines extant during the period of significance. An archetypal production line is defined as a representative example of a collection of structures and equipment designed to complete a specific task in the manufacture of ordnance. Recordation will consist of one exterior oblique view of each building or structure, one interior photograph showing the interior and equipment-in-place and one photograph of each individual piece of archetypal equipment comprising the line.

ii. Archetypal major non-production buildings or structures. A major non-production building or structure is defined as a permanent or semi-permanent building that was a standardized plan or a unique construction directly associated with the primary installation mission during World War II, or a pre-World War II building. Recordation will consist of one exterior oblique view, and interior photographs of any pertinent architectural features.

iii. A minimum of 10 photographs illustrating the site context of each plant. All photographs will be archivally mounted with a concise description of the photograph written underneath the picture.

2. AMCCOM shall submit the above information to the affected SHPOs. AMCCOM will make its developed documentation available for inclusion in the

records of the Historic American Buildings Survey/Historic American Engineering Record (HABS/HAER), not later than five years from the date of this agreement.

B. Not later than five years after this agreement is executed, unless parties to this agreement mutually determine otherwise, the AMCCOM will prepare and implement a Cultural Resources Management Plan (CRMP) for each applicable plant. These separate plans shall cover historic properties and cultural resources not directly and adversely effected by the program, treat the remaining mission of the plant, and meet other standards specified in Attachment 2. AMCCOM shall offer its design for plan development and drafts of the separate plans to the affected SHPO and the Council for review and comment, and expects to implement the plan after consultation for, and execution of, a covering programmatic agreement.

C. Until AMCCOM implements the CRMP it will comply with 36 CFR Part 800, provided that:

1. No additional project-specific NHPA Section 106, 110, or 111 review is necessary for those activities outlined in Attachment 3;

2. AMCCOM will proceed with activities to implement the program;

3. AMCCOM will presume any activity, other than the program or those actions described in Attachment 3, has the potential for effect on historic properties;

D. AMCCOM will continue to assign an individual for each applicable plant duties as Cultural Resource Management Officer (CRMO). CRMO duties include tracking and facilitating compliance with historic preservation laws and agreements (the installation commander remains the responsible party to ensure compliance with historic preservation laws).

E. AMCCOM will not dispose of or outgrant excess buildings or improvements until it confirms in consultation with the SHPO that disposal will not prevent it from meeting the terms of this agreement or it shall separately coordinate the disposal undertaking as an independent action in accordance with 36 CFR 800. Completion of all agreement stipulations that require the buildings remain in their extant condition, such as the photographic documentation, is sufficient to confirm disposal will not prevent meeting all stipulations of the agreement.

F. On affected installations, AMCCOM may enter into a contract or other agreement that requires use of buildings for government purposes, or lease buildings in excess status for non-government purposes. If it does enter into such contract, agreement, or lease, it shall inform the building user in writing of the nature of the historic significance of each installation. In such circumstances, where a use is found for buildings AMCCOM declares excess under this program, character defining elements are building exteriors (walls, brackets, railings, cornices, windows, doors, steps, and columns), roofs, and the interior structural system. To protect these character defining elements, AMCCOM shall also ensure that the building user shall meet or exceed the following maintenance standards derived in part from the Secretary of Interior Standards for Rehabilitation (failure of AMCCOM to ensure that building users meet these standards will require renewed consultation with the SHPO pursuant to Section 106 of NHPA:

1. Require the building user to maintain buildings in a weather tight condition.

2. Require the building user to maintain the building in such a way that it does not violate historic integrity, or damage the character defining elements in a manner that would preclude eligibility for listing on the National Register of Historic Places.

3. Require that building alterations shall not destroy elements that define historic character. Such alterations must be reversible, and preserve the character defining features to convey the importance of the property.

4. Require repair of historic features rather than their replacement. If not possible, AMCCOM shall review any replacement to ensure they are replacements in kind, which match the old in design, color, texture, and other visual qualities.

G. As part of the documentation process, AMCCOM shall seek input from the Center for Military History on the historic importance of equipment it determines excess at affected installations. AMCCOM shall preserve records and otherwise document World War II era equipment as specified in Stipulation IV.A. In recognition of the possibility that some of the equipment could hold exceptional interest in and of itself to museums or to others for exhibit purposes, AMCCOM shall send a copy of input from the Center for Military History to the appropriate SHPO for comment. AMCCOM and the SHPO shall consult to determine if any equipment holds individual interest. Should they identify any such equipment, AMCCOM shall transfer that equipment to the General Services Administration

(GSA) for disposal, and inform GSA of this importance, or itself will work with the SHPO for public benefit disposal of example items of equipment.

H. AMCCOM shall provide this Agreement, its attachments, AR 420-40, and 36 CFR 800 to applicable plants within three months following execution of this Agreement. In that package AMCCOM will define and assign internal responsibilities for meeting the stipulations.

I. The original architectural and engineering records on applicable installations are installation historical files. If no Army office requires these records for its mission, the Army will forward drawings, photos, and other architectural and engineering records to the Washington National Records Center under their Record Group Number 335.

VII. INVOLVEMENT OF OTHERS:

In consultation with SHPO, AMCCOM will arrange interested party meetings that focus on historic preservation implications of the program. AMCCOM will seek information from interested parties about properties at applicable plants. AMCCOM will also seek to use these meetings to identify and inform interested parties regarding alternative uses for facilities affected by the program.

VIII. REPORTING:

A. AMCCOM shall review progress under this Agreement in combination with the Installation Commander's Annual Real Property Utilization Survey (ICARPUS). These annual reports not only will include information on utilization but also progress toward treatment and planning goals, and use by applicable plants of the exemptions listed in Attachment 3. AMCCOM will provide the Council and SHPO with these reports until AMCCOM meets stipulations, or AMCCOM or other signature party terminates the Agreement.

B. AMCCOM shall notify the Council and SHPO if it becomes likely that it can not make available sufficient funds to implement this agreement. AMCCOM understands that it has a responsibility to carry out the mandates of NHPA under any circumstances, but, funds availability does effect the ability of AMCCOM to use this Agreement to satisfy responsibilities. Therefore, it is critical to meet the schedules specified in stipulations VI.A.2 and VI.B. Non-availability of funds will result in a need for consultation for revision as specified in Stipulation X.

IX. DISPUTE RESOLUTION:

A. Should the parties to this Agreement object to the AMCCOM's implementation of any part of this Agreement, AMCCOM shall consult with the objecting party to resolve the objection. If AMCCOM determines that the objection cannot be resolved, AMCCOM shall forward all documentation relevant to the dispute to the Council. Within 30 days after receipt of all pertinent documentation, the Council will either:

1. provide the AMCCOM with recommendations, which AMCCOM will take into account in a final decision regarding the dispute: or

2. notify the Army that it will comment pursuant to 36 CFR 800.6(b), and proceed to comment within 60 days. AMCCOM will take into account any Council comment provided in response to such a request in accordance with 36 CFR 800.6(c)(2).

B. Any recommendation or comment the Council provides pertains only to the subject of the dispute; AMCCOM's responsibility will not change--to carry out all actions under this Agreement that are not the subject of the dispute.

X. REVISIONS:

Any party to this Agreement who recognizes it is impossible to meet some portion of the Agreement must immediately request the other signatories to consider revision. Should any party to this Agreement be unable to maintain a level of effort sufficient to carry out the terms of this Agreement, that party shall notify the others and seek an appropriate revision.

XI. TERMINATION AND DURATION.

A. Any party to this Agreement may terminate it, however, one SHPO's decision to withdraw from it shall not end its applicability for other affected SHPOs unless they all should decide to terminate. To do so a party must provide thirty (30) days notice to the other parties, and provide for parties to consult prior to termination to seek revision or other actions that would avoid termination. In the event of termination, AMCCOM will comply with 36 CFR Part 800.4 through 800.6 with regard to the individual undertakings this Agreement covers.

B. The effective date of this Agreement is the date of its execution by the Army, Council, and affected SHPO. The Agreement duration is five years from the date of its execution or until AMCCOM implements CRMPs through a separate programmatic agreement, which ever is the shorter time period.

Execution and implementation of this Programmatic Agreement evidences that the AMCCOM has satisfied its responsibilities under Section 106, 110, and 111 of the National Historic Preservation Act for all individual undertakings of the program.

DEPARTMENT OF THE ARMY

BY: _____ Date: 1 Feb 93

U. S. Army, Assistant Chief of Engineers

BY: _____ Date: 29 January 1993

JOHNNIE E. WILSON
Major General, USA
Chief of Staff
U.S. Army Materiel Command

BY: Paul L. Greenberg Date: 22 Jan 93

PAUL L. GREENBERG
Major General, USA
Commanding
Armament, Munitions and Chemical Command

STATE HISTORIC PRESERVATION OFFICERS

BY:_____ Date:_____

Ohio State Historic Preservation Officer

BY: William C. Wheeler Date: 1-27-93

Illinois State Historic Preservation Officer

BY: Nancy M. Archabal Date: 1-28-93

Minnesota State Historic Preservation Officer

BY:_____ Date:_____

BY: Paul L. Greenberg Date: 22 Jan 93

PAUL L. GREENBERG
Major General, USA
Commanding
Armament, Munitions and Chemical Command

STATE HISTORIC PRESERVATION OFFICERS

BY: W. Ray Luce Date: Jan 27, 1993

Ohio State Historic Preservation Officer

BY: _____ Date: _____

Illinois State Historic Preservation Officer

BY: _____ Date: _____

Minnesota State Historic Preservation Officer

BY: _____ Date: _____

BY:_____ Date:_____

BY:_____ Date:_____

BY:_____ Date:_____

BY:_____ Date:_____

BY:_____ Date:_____

BY:_____ Date:_____

BY:_____ Date:_____

BY:_____ Date:_____

ADVISORY COUNCIL ON HISTORIC PRESERVATION

BY: Robert D. Bush Date: 1 February 1993

BY:_____ Date:_____

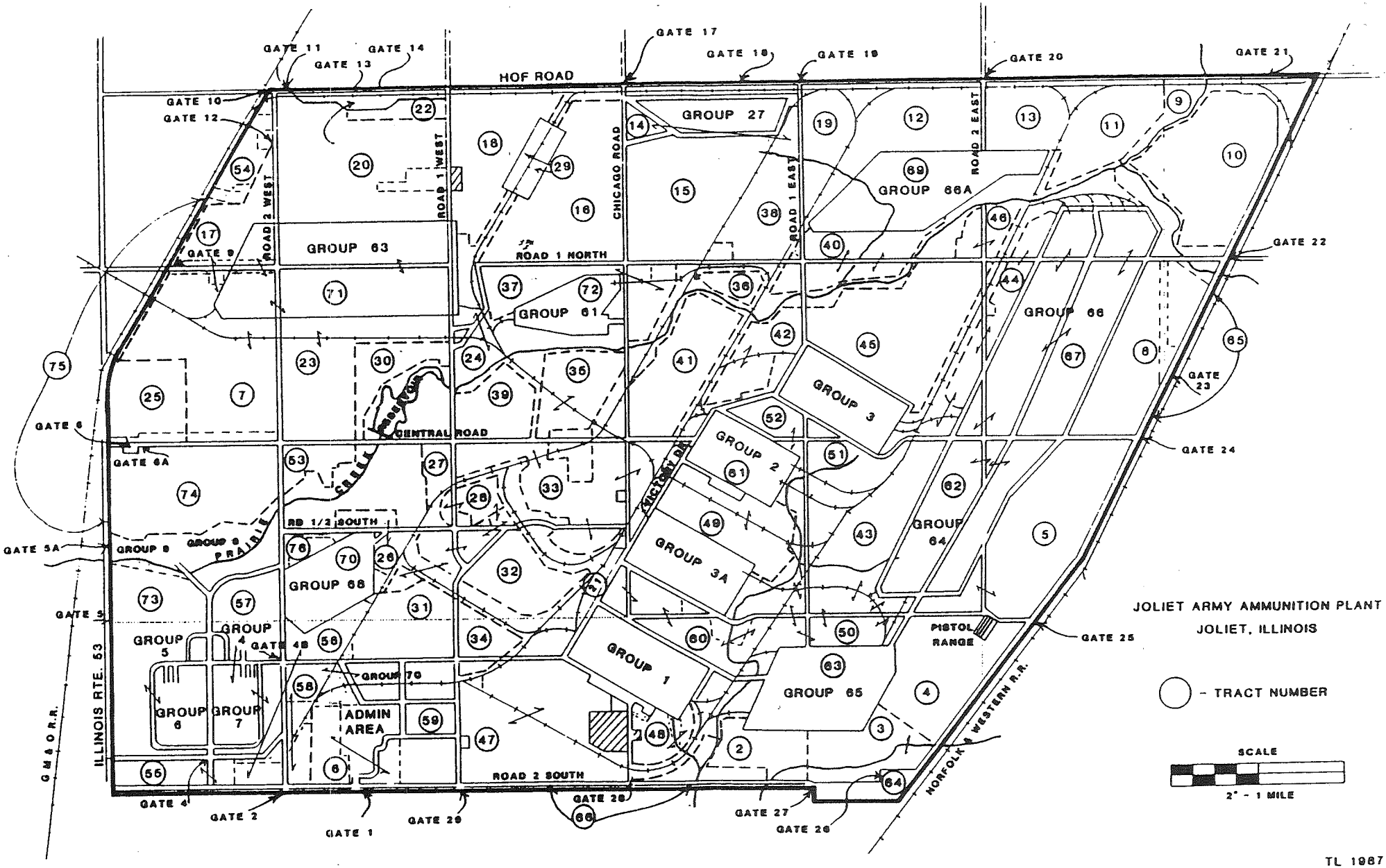
BY:_____ Date:_____

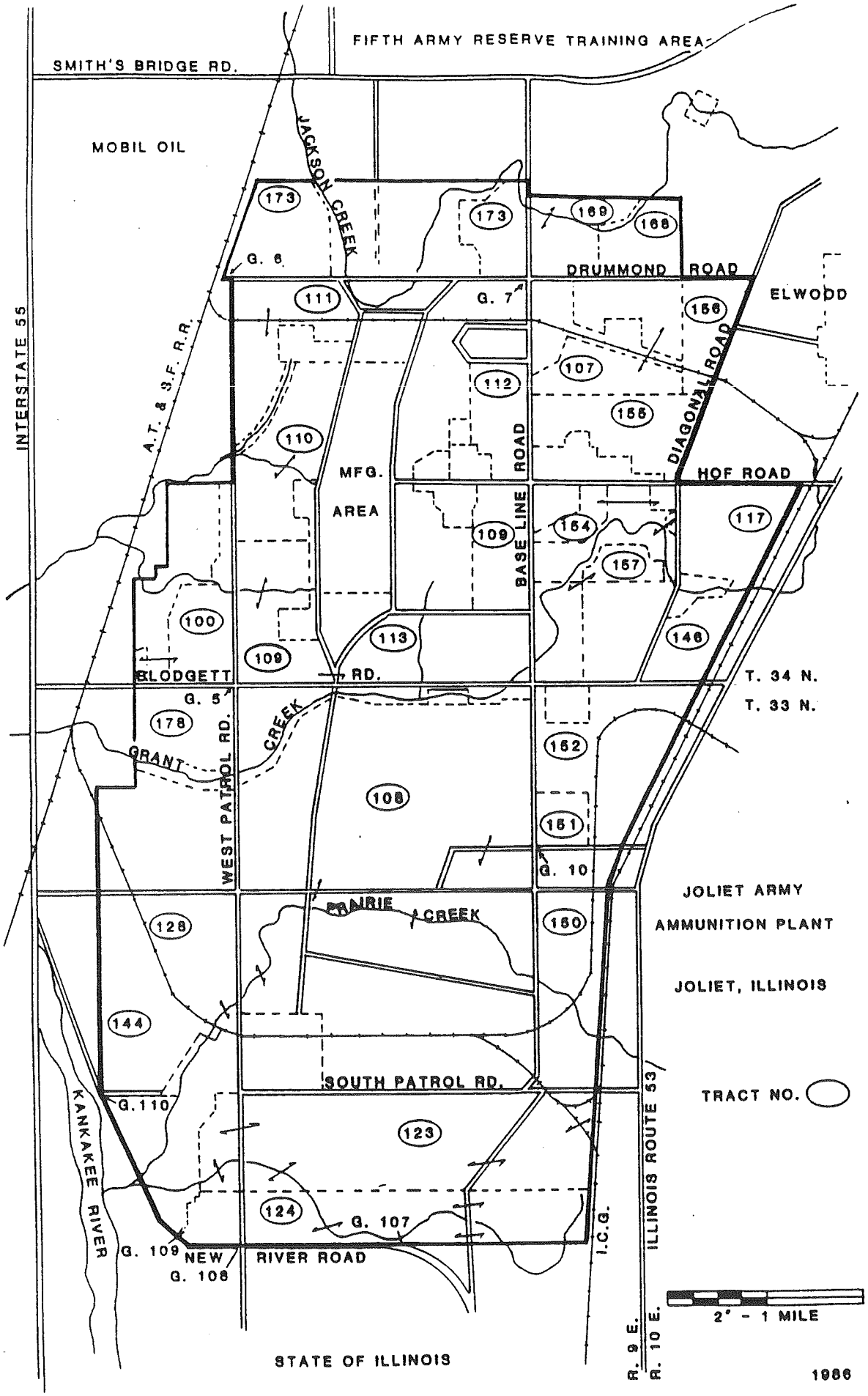
BY:_____ Date:_____

BY:_____ Date:_____

ATTACHMENT 1:

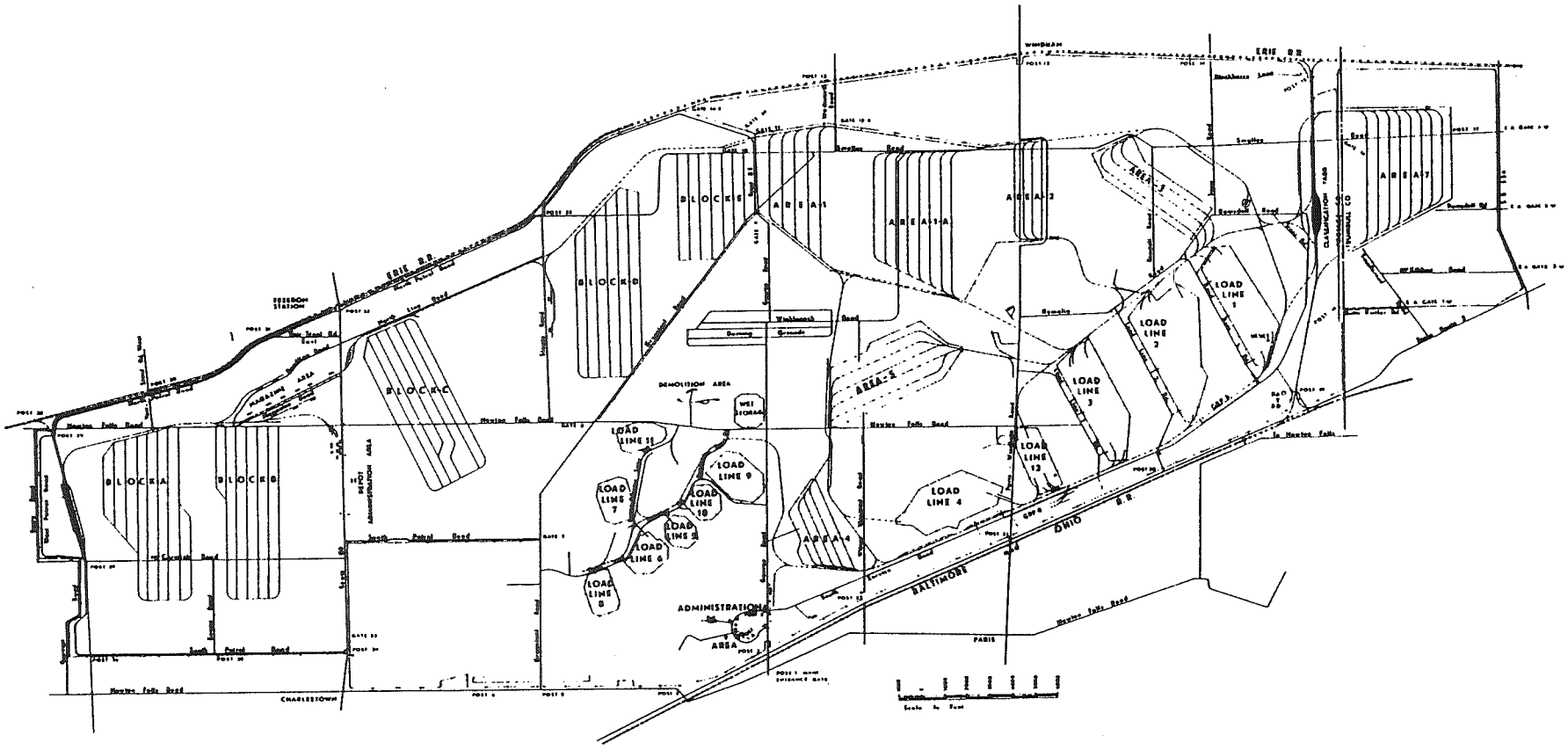
INSTALLATION BASE MAPS


HOF ROAD
GATE 10
GATE 11
GATE 12
GATE 13
GATE 14
GATE 17
GATE 18
GATE 19
GATE 20
GATE 21
GATE 22
GATE 23
GATE 24
GATE 25
GATE 26
GATE 27
GATE 28
GATE 29
GATE 1
GATE 2
GATE 4
GATE 5
GATE 5A
GATE 6
GATE 6A
GATE 8
GATE 9
ROAD 2 WEST
ROAD 1 WEST
CHICAGO ROAD
ROAD 1 EAST
ROAD 2 EAST
ROAD 1 NORTH
CENTRAL ROAD
RD 1/2 SOUTH
ROAD 2 SOUTH
GROUP 27
GROUP 66A
GROUP 63
GROUP 61
GROUP 66
GROUP 3
GROUP 2
GROUP 3A
GROUP 64
GROUP 68
GROUP 1
GROUP 65
GROUP 5
GROUP 4
GROUP 6
GROUP 7
GROUP 70
ADMIN AREA
PISTOL RANGE
ILLINOIS RTE. 53
G M & O R.R.
NORFOLK & WESTERN R.R.
JOLIET ARMY AMMUNITION PLANT
JOLIET, ILLINOIS
- TRACT NUMBER
SCALE
2" - 1 MILE
TL 1987


FIFTH ARMY RESERVE TRAINING AREA
SMITH'S BRIDGE RD.
MOBIL OIL
JACKSON CREEK
INTERSTATE 55
A.T. & S.F. R.R.
G. 6
G. 7
DRUMMOND ROAD
ELWOOD
DIAGONAL ROAD
HOF ROAD
MFG. AREA
BASE LINE ROAD
BLODGETT RD.
T. 34 N.
T. 33 N.
G. 5
GRANT CREEK
WEST PATROL RD.
G. 10
JOLIET ARMY AMMUNITION PLANT
JOLIET, ILLINOIS
PRAIRIE CREEK
SOUTH PATROL RD.
TRACT NO.
G. 110
KANKAKEE RIVER
G. 107
G. 109
NEW G. 108
RIVER ROAD
I.C.G.
ILLINOIS ROUTE 53
2" - 1 MILE
R. 9 E.
R. 10 E.
STATE OF ILLINOIS
1986

INDIANA ARMY AMMUNITION PLANT
Twelve Mile Island
Section D

SECTION D - MAP

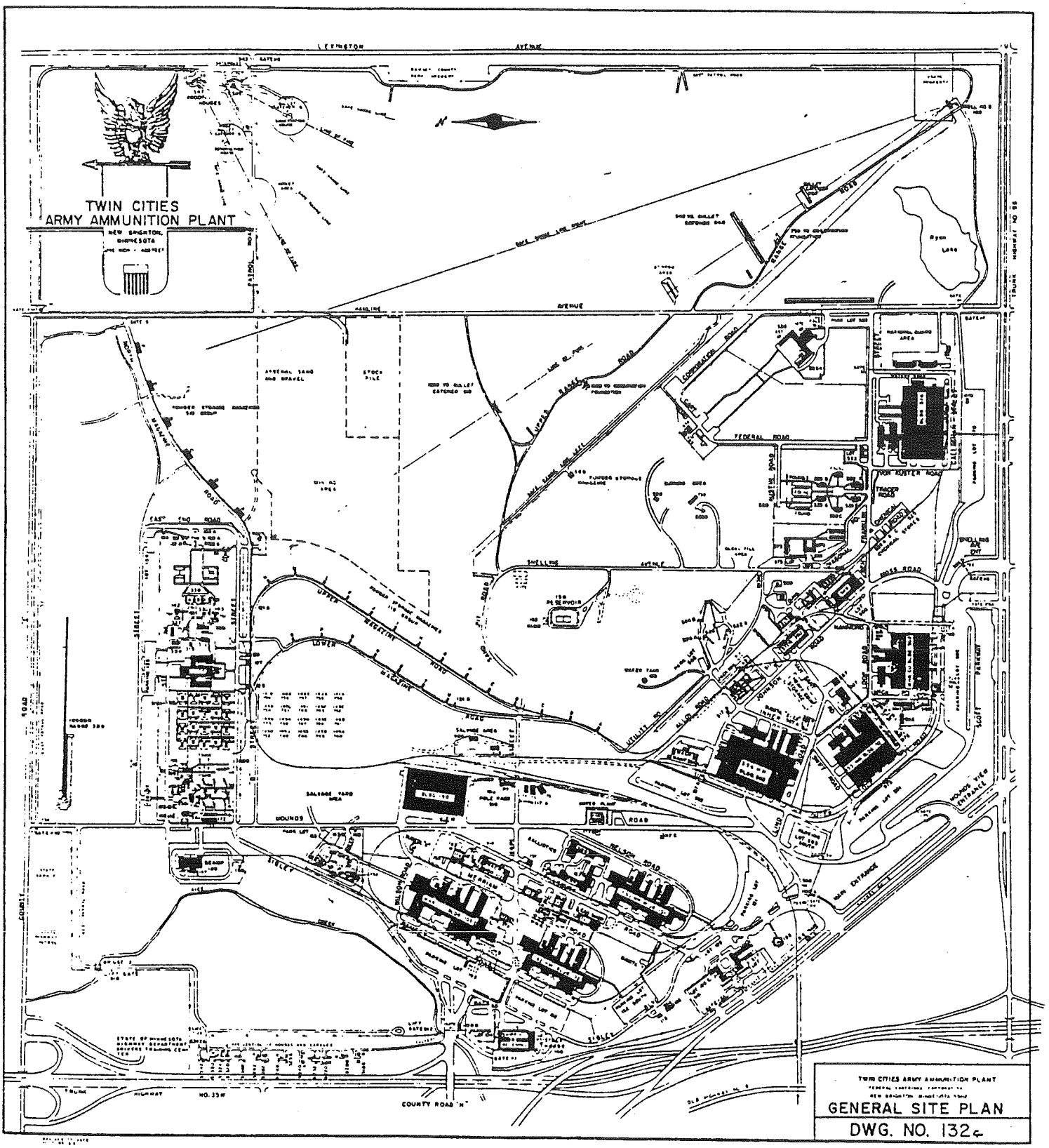


RAVENNA ARMY AMMUNITION PLANT
RAVENNA OHIO
OPERATED BY RAVENNA ARSENAL, INC.

APPROVED	SIGNATURE	DATE	TITLE
SAFETY			GENERAL AREA MAP
TECHNICAL MANAGER			
PRODUCTION			
ENGINEERING			
GENERAL MANAGER			
COMMANDING OFFICER			

REF DWG NO
DRWN Jackson
DATE 4-8-59
SCALE As Noted
CHKD
ENGR
A-109

SECTION D


TWIN CITIES
ARMY AMMUNITION PLANT
NEW BRIGHTON, MINNESOTA
LEXINGTON AVENUE
HAMLINE AVENUE
FEDERAL ROAD
SHELLING AVENUE
MOSS ROAD
UPPER MAGAZINE ROAD
LOWER MAGAZINE ROAD
MOUNDS VIEW ROAD
SIBLEY ROAD
COUNTY ROAD "H"
TWIN CITIES ARMY AMMUNITION PLANT
GENERAL SITE PLAN
DWG. NO. 132c

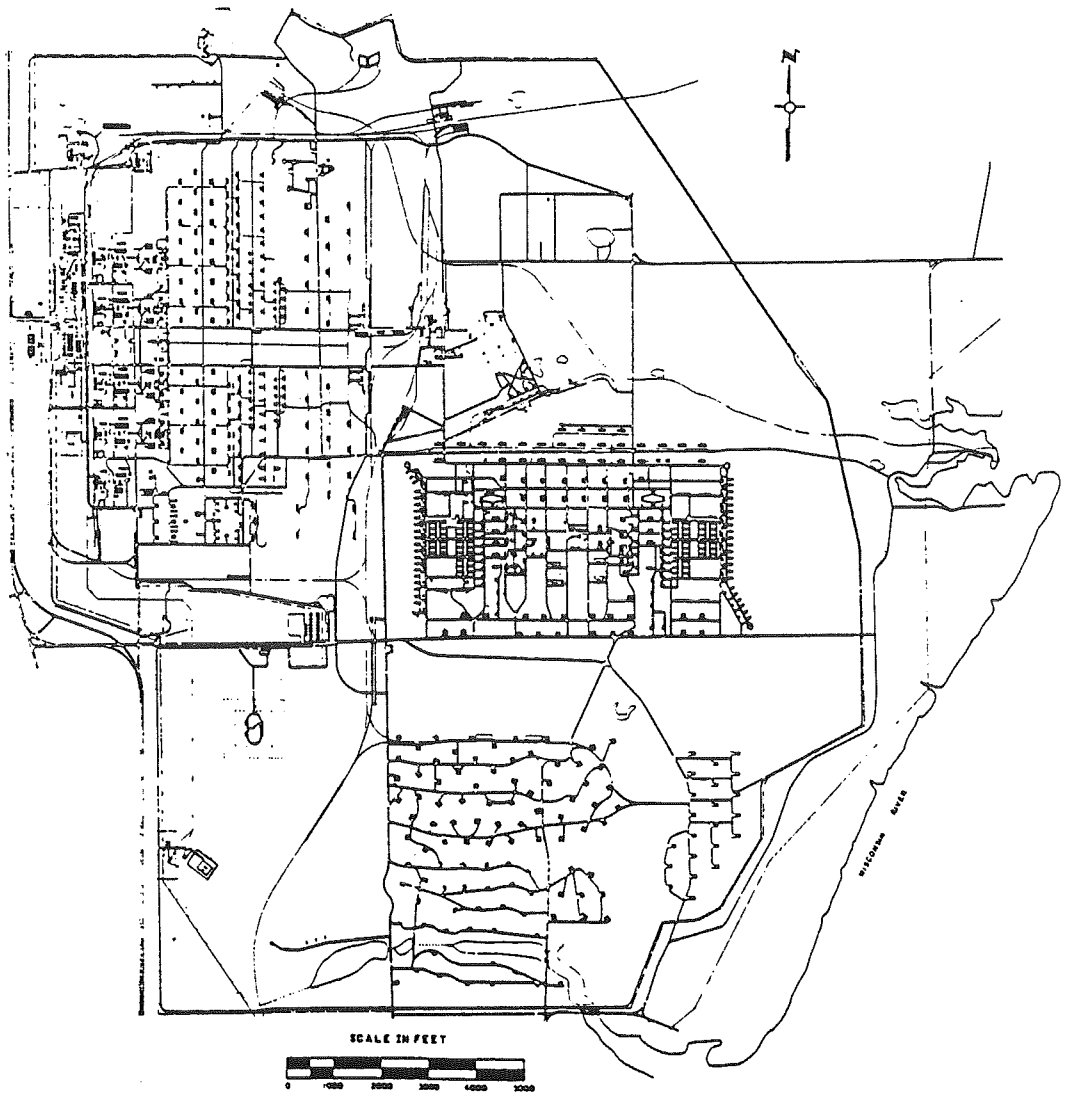
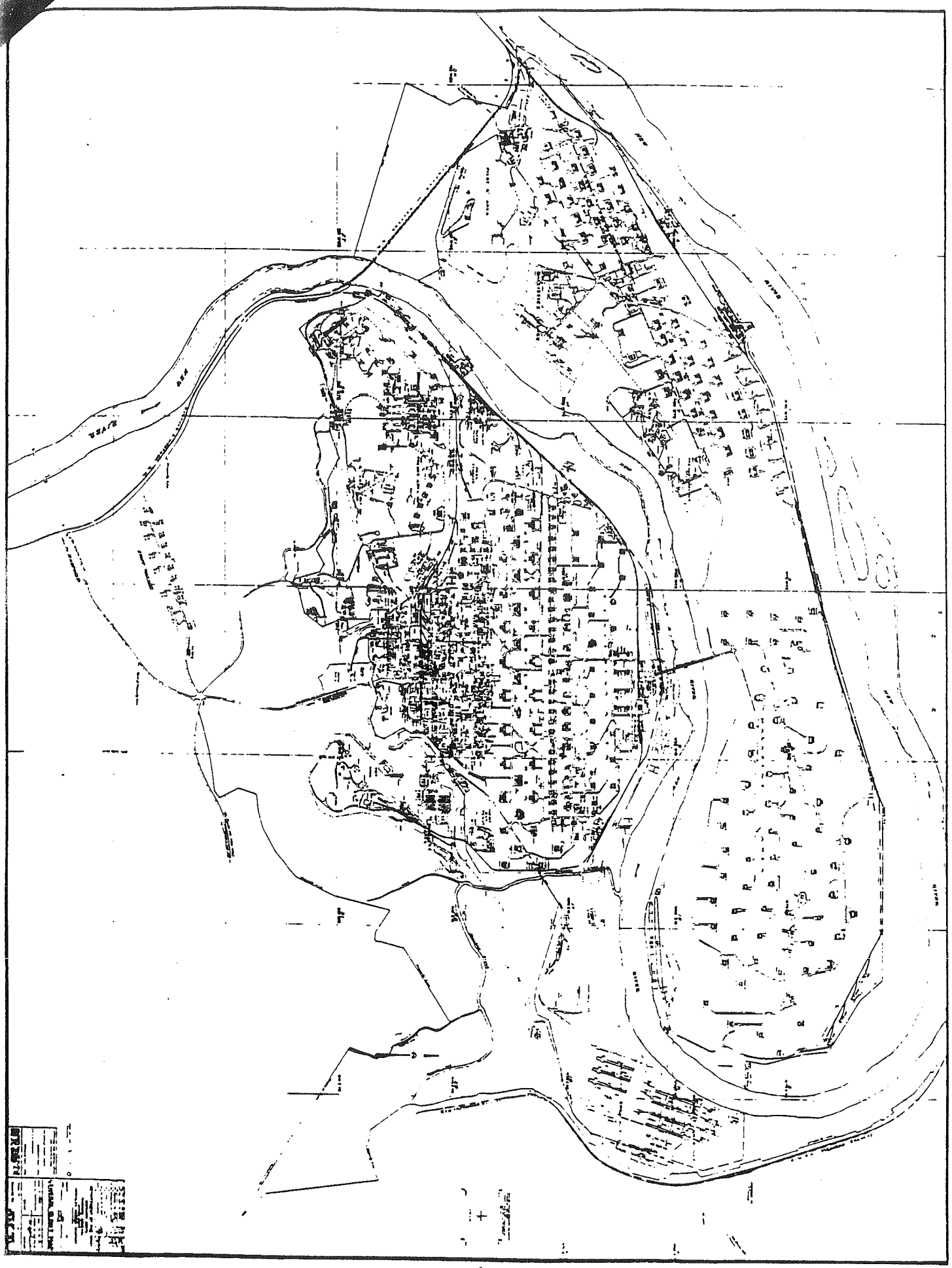
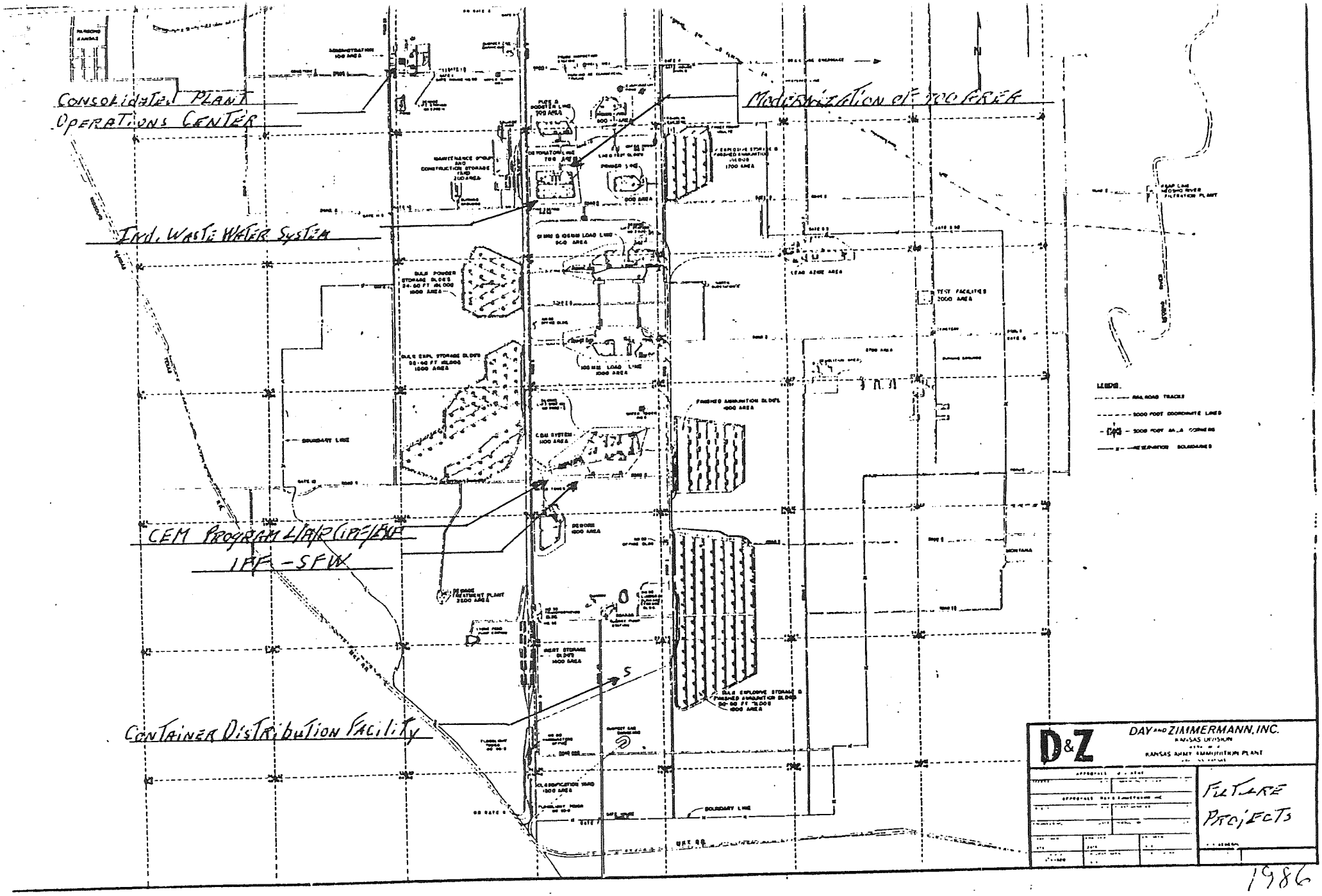
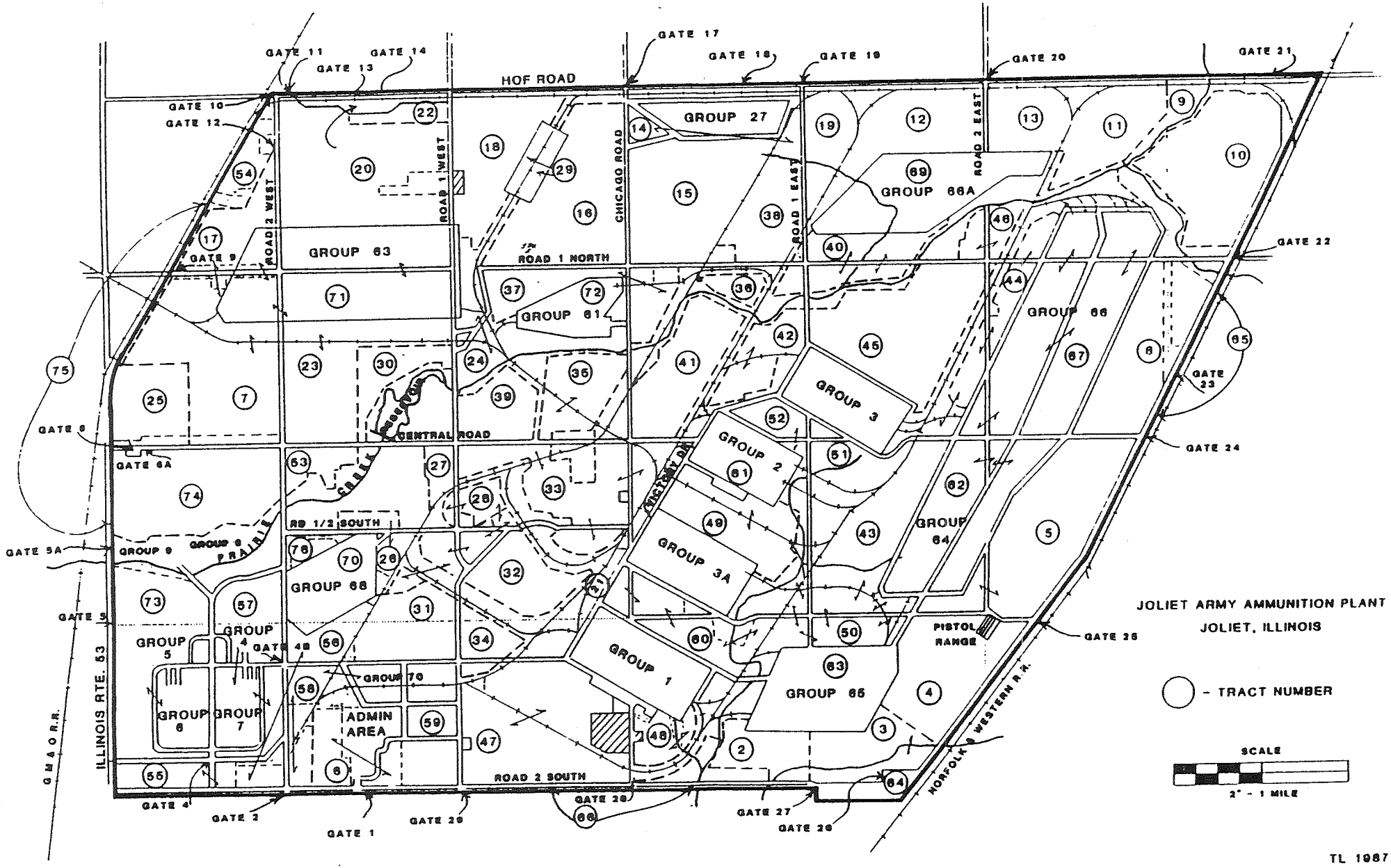


Figure 1: Site plan. (Source: Drawing files, BAAP)

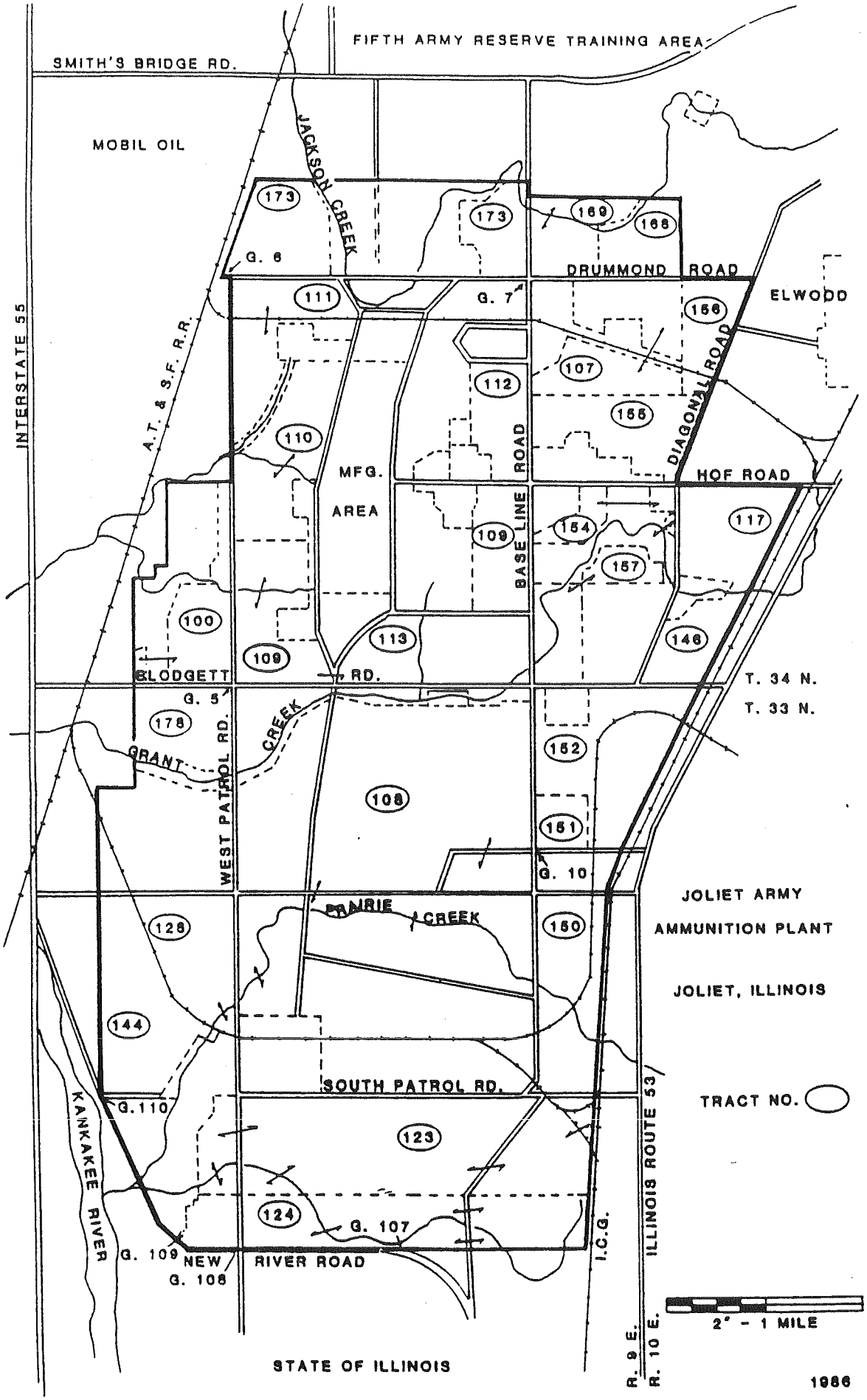
SECTION D

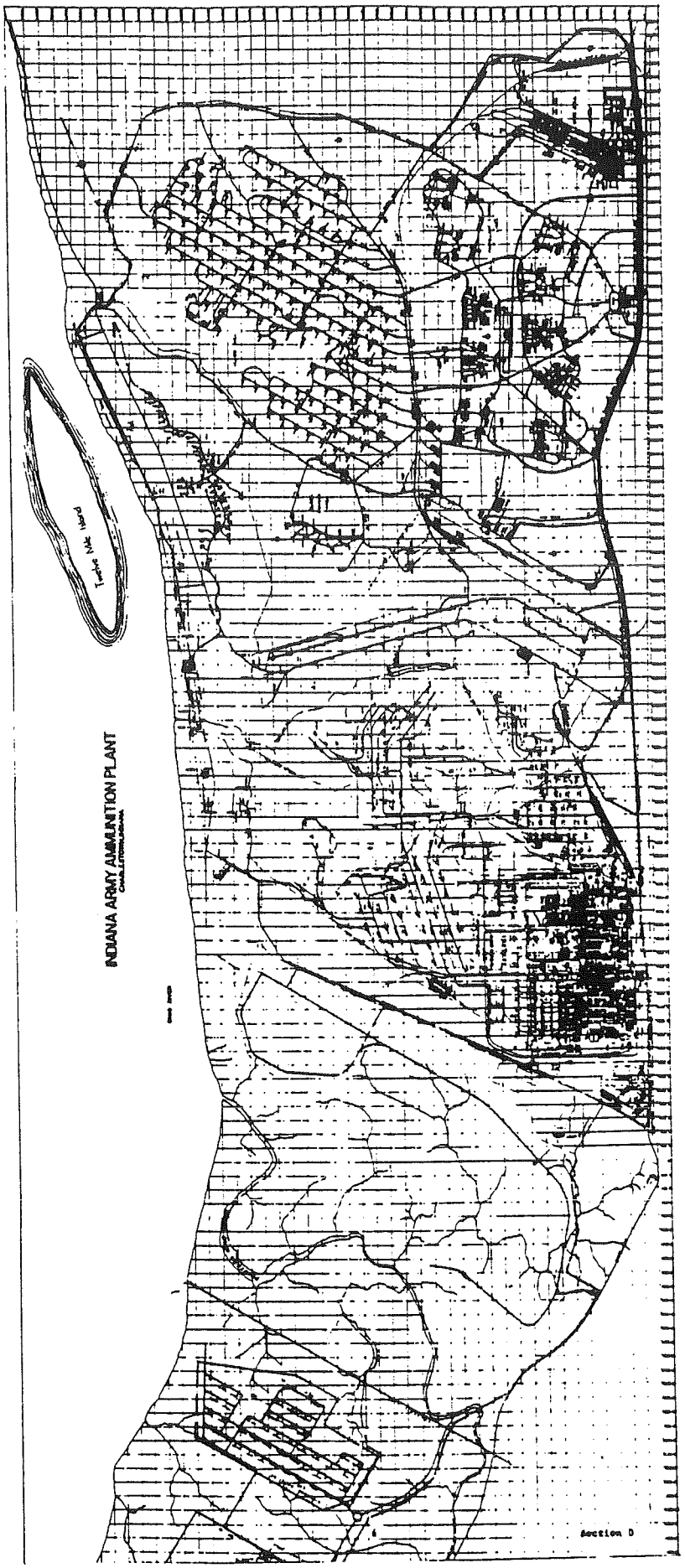



Consolidated Plant Operations Center
Modernization of 700 Area
Ind. Waste Water System
CEM Program L/A/P Pipeline
IPF - SFW
Container Distribution Facility
D&Z
DAY AND ZIMMERMANN, INC.
KANSAS DIVISION
KANSAS ARMY AMMUNITION PLANT
Future Projects
1986

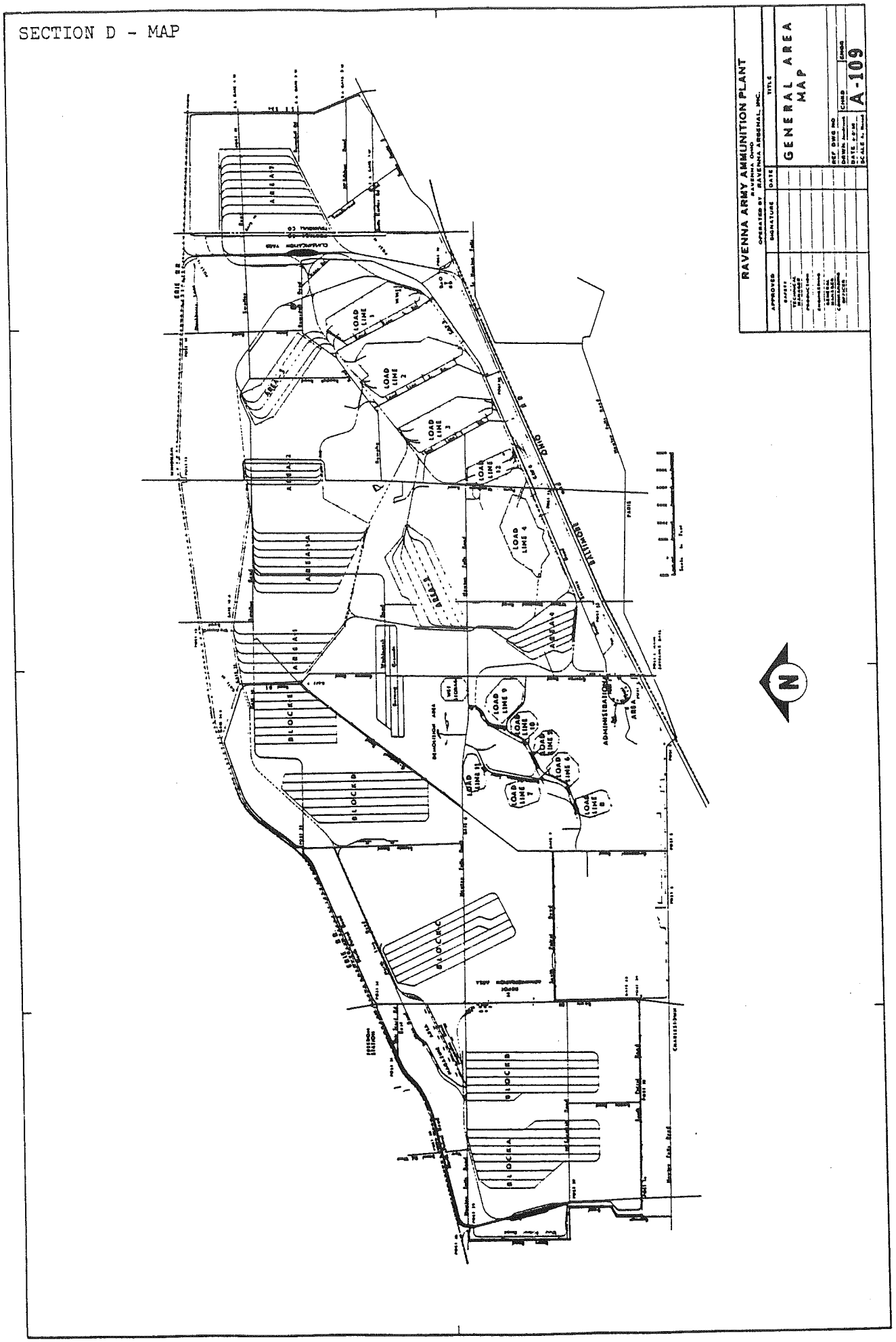

JOLIET ARMY AMMUNITION PLANT
JOLIET, ILLINOIS
- TRACT NUMBER
SCALE
2" - 1 MILE
HOF ROAD
ROAD 1 NORTH
ROAD 2 SOUTH
CENTRAL ROAD
RD 1/2 SOUTH
ROAD 2 WEST
ROAD 1 WEST
CHICAGO ROAD
ROAD 1 EAST
ROAD 2 EAST
VICTORY DR.
PRAIRIE CREEK RESERVOIR
ILLINOIS RTE. 53
G M & O R.R.
NORFOLK & WESTERN R.R.
GROUP 1
GROUP 2
GROUP 3
GROUP 3A
GROUP 4
GROUP 5
GROUP 6
GROUP 7
GROUP 8
GROUP 9
GROUP 61
GROUP 63
GROUP 64
GROUP 65
GROUP 66
GROUP 66A
GROUP 67
GROUP 68
GROUP 70
GROUP 27
ADMIN AREA
PISTOL RANGE
GATE 1
GATE 2
GATE 4
GATE 4B
GATE 5
GATE 5A
GATE 6
GATE 6A
GATE 9
GATE 10
GATE 11
GATE 12
GATE 13
GATE 14
GATE 17
GATE 18
GATE 19
GATE 20
GATE 21
GATE 22
GATE 23
GATE 24
GATE 25
GATE 26
GATE 27
GATE 28
GATE 29

TL 1987

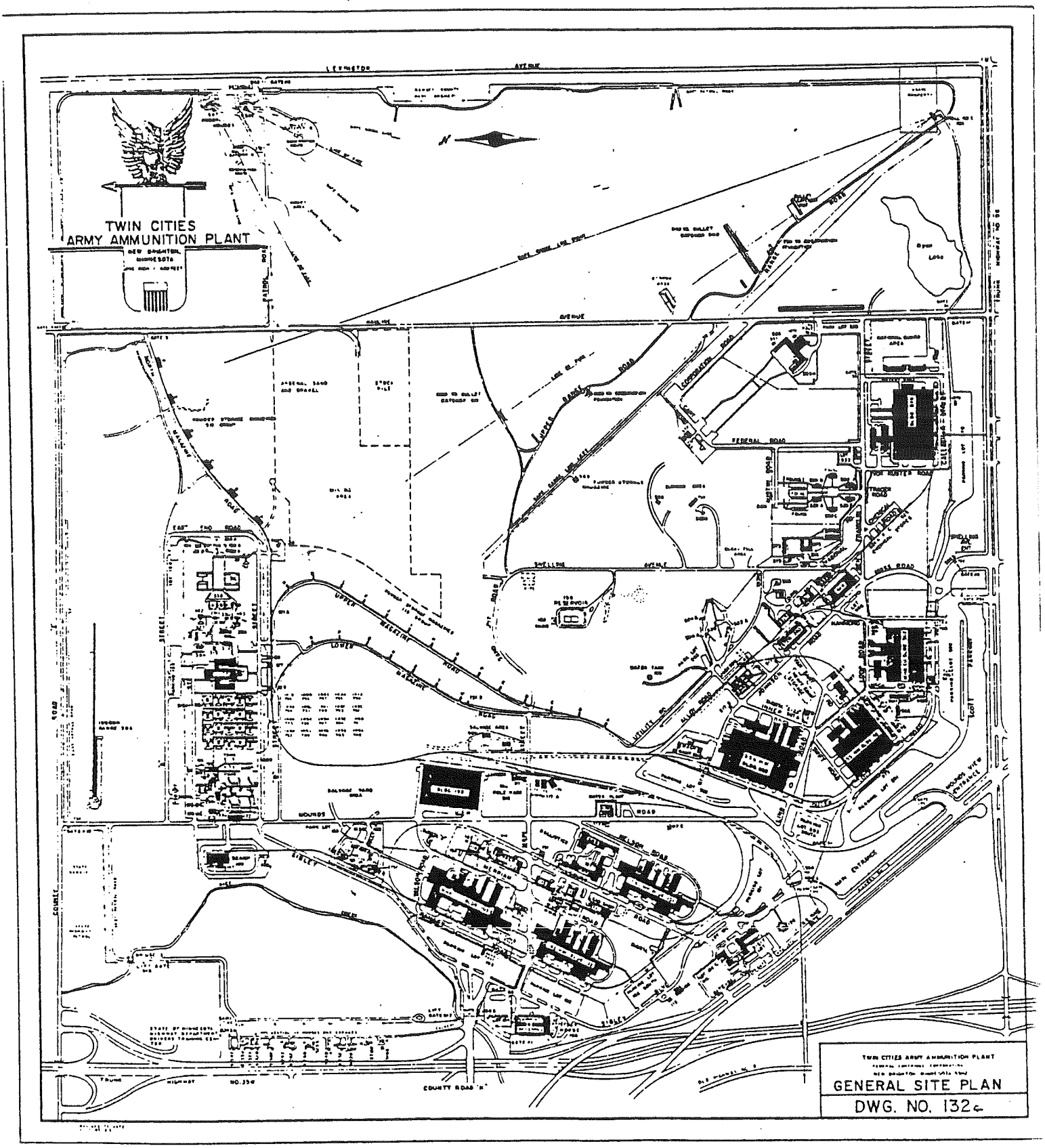

FIFTH ARMY RESERVE TRAINING AREA
SMITH'S BRIDGE RD.
MOBIL OIL
JACKSON CREEK
INTERSTATE 55
A.T. & S.F. R.R.
G. 6
G. 7
DRUMMOND ROAD
ELWOOD
DIAGONAL ROAD
HOF ROAD
MFG. AREA
BASE LINE ROAD
BLODGETT RD.
G. 5
T. 34 N.
T. 33 N.
GRANT CREEK
WEST PATROL RD.
G. 10
JOLIET ARMY AMMUNITION PLANT
JOLIET, ILLINOIS
PRAIRIE CREEK
SOUTH PATROL RD.
TRACT NO.
G. 110
KANKAKEE RIVER
ILLINOIS ROUTE 53
G. 107
G. 109
NEW G. 108
RIVER ROAD
I.C.G.
2" - 1 MILE
R. 9 E.
R. 10 E.
STATE OF ILLINOIS
1986


INDIANA ARMY AMMUNITION PLANT
Section D

SECTION D - MAP



SECTION D


TWIN CITIES
ARMY AMMUNITION PLANT
NEW BRIGHTON, MINNESOTA
LEXINGTON AVENUE
FEDERAL ROAD
SHELLING AVENUE
UPPER MAGAZINE ROAD
LOWER MAGAZINE ROAD
MOUNDS
COUNTY ROAD "H"
TWIN CITIES ARMY AMMUNITION PLANT
GENERAL SITE PLAN
DWG. NO. 132c

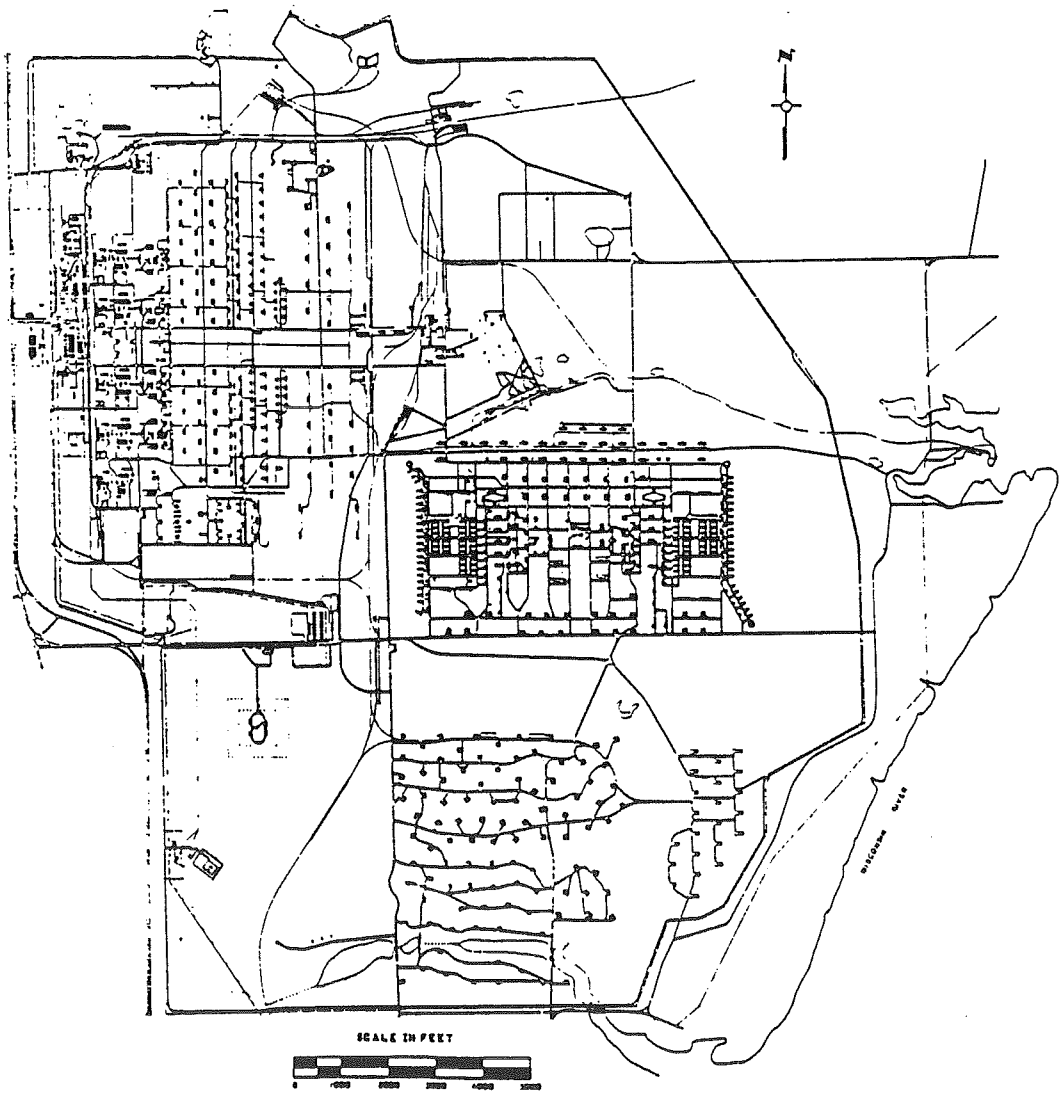
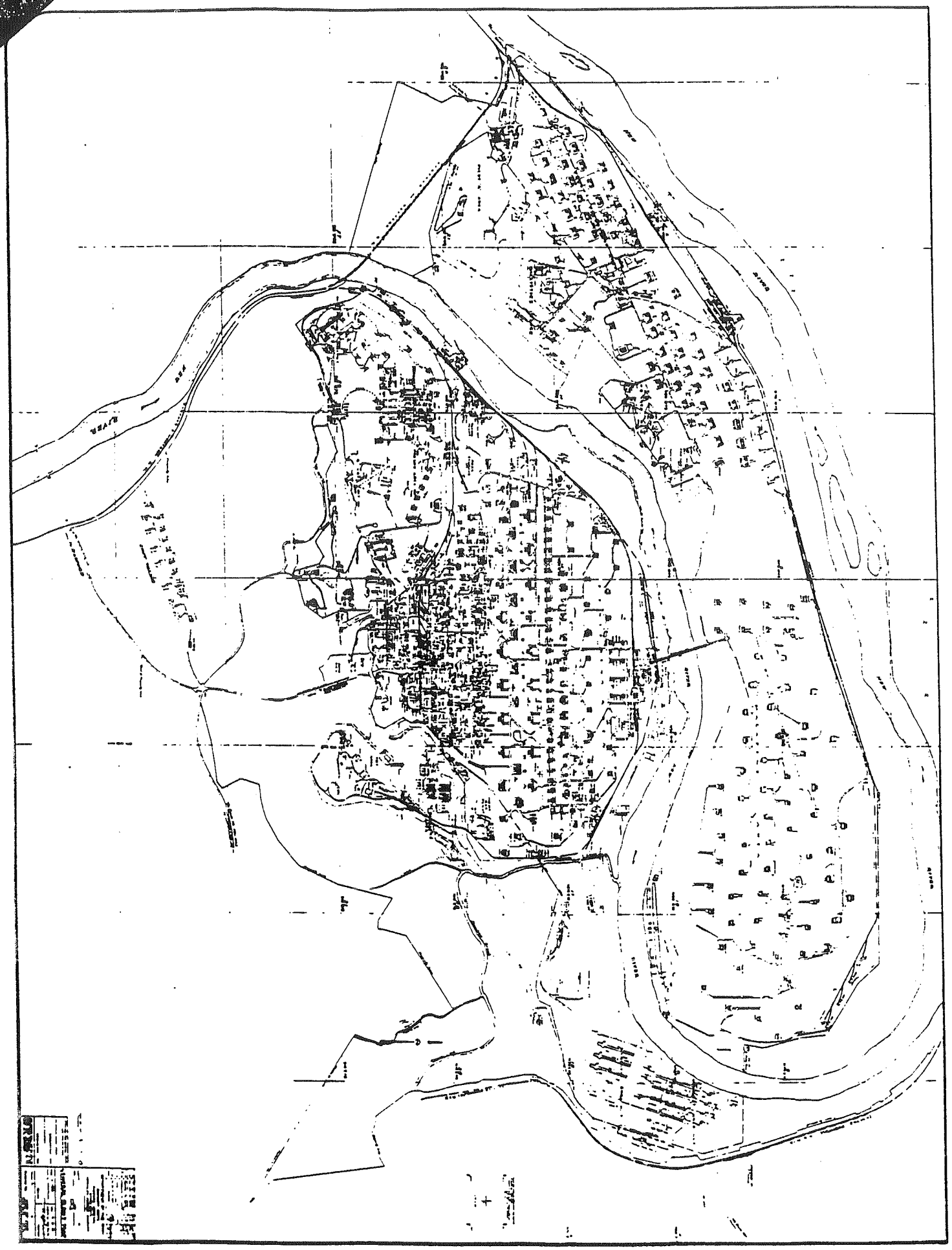
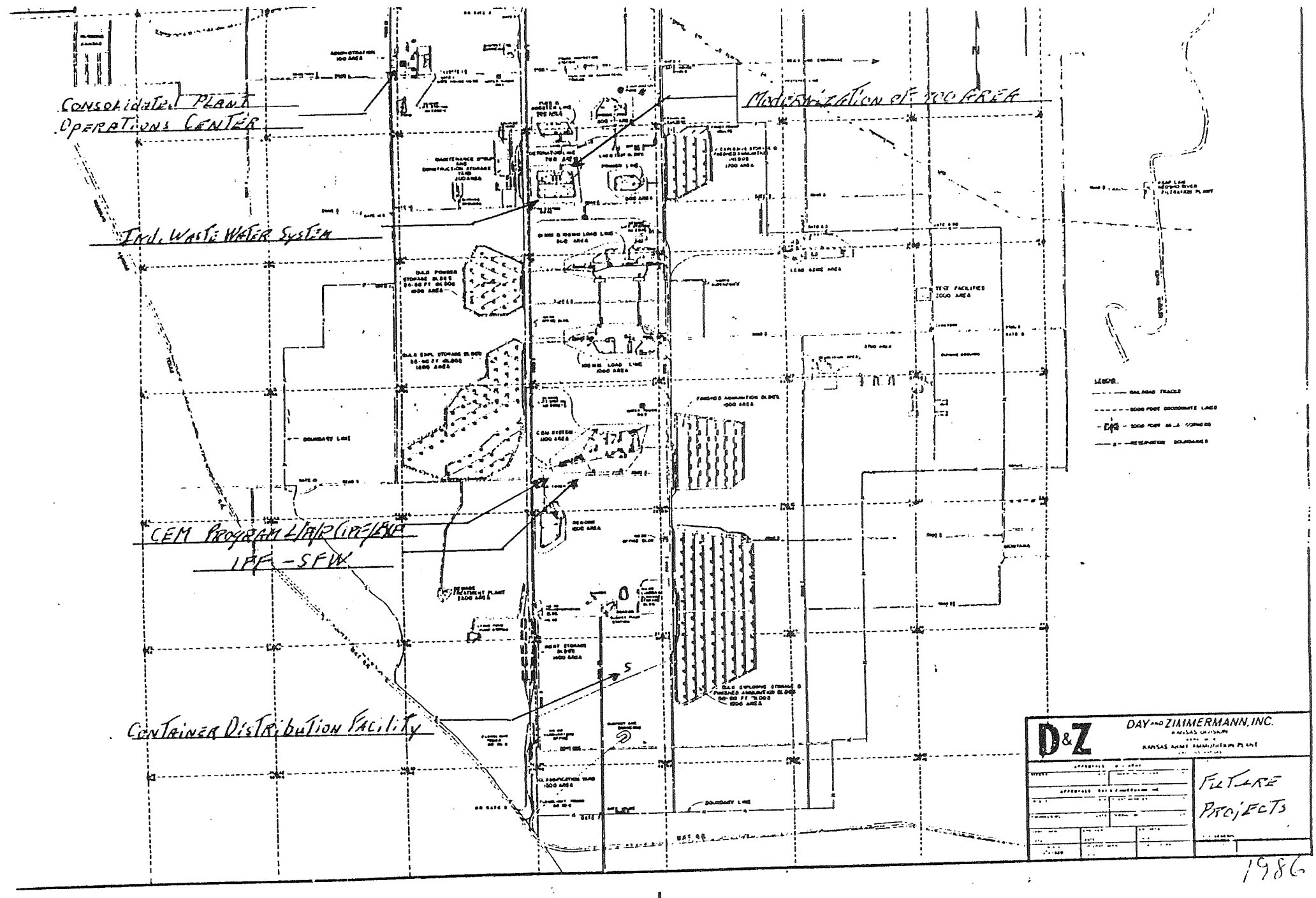


Figure 1: Site plan. (Source: Drawing files, BAAP)

SECTION D





Consolidated Plant Operations Center
Modernization of 700 Area
Ind. Waste Water System
CEM Program L/A/R (IPF/EXP)
IPF - SFW
Container Distribution Facility
D&Z
DAY AND ZIMMERMANN, INC.
KANSAS DIVISION
KANSAS ARMY AMMUNITION PLANT
Future Projects
1986

ATTACHMENT 2

CULTURAL RESOURCE MANAGEMENT PLAN STANDARDS

The following standards apply to Cultural Resource Management Plans (CRMPs) prepared for the applicable plants.

A. Prepare the CRMP by or under the supervision of an individual who meets, or individuals who meet, at a minimum, appropriate professional qualifications standards in the Secretary of the Interior's Professional Qualifications Standards (48 FR 44738-9).

B. Prepare the CRMP with reference to:

1. Army Regulation 420-40, "Historic Preservation" (present and future editions);

2. The Secretary of the Interior's Standards and Guidelines for Preservation Planning (48 FR 44716-20);

3. The Section 110 Guidelines (53 FR 4727-46; Advisory Council on Historic Preservation and National Park Service 1989); and

4. The State Historic Preservation Plan.

C. Prepare the CRMP in consultation with the Council and the SHPO.

D. The CRMP shall address the full range of historic properties that may exist on the lands including buildings, structures, objects, archeological sites, landscapes, and traditional cultural properties.

E. Make integration goals appropriate to the nature of historic properties, the nature of the lands, and the nature of the plant's mission. In order to facilitate such integration, make the CRMP, including all maps and graphics, consistent with the plant's planning system.

F. The CRMP need not be a single document.

G. The CRMP will include the following elements:

1. An explicit statement of Army policy toward historic properties. That statement will explain how to address the requirements of applicable historic preservation laws and regulations.

2. An introduction to the organization and use of the various sections of the CRMP.

3. A synthesis of available data on the history, prehistory, landscape architecture, and ethnography of the lands and the surrounding area, to provide a context in which to evaluate and consider alternative treatment strategies for different classes of historic properties.

4. Procedures for the identification and evaluation of historic properties potentially affected by activities on the lands. These procedures will provide for identification and evaluation on a timely schedule during the planning for actions that might affect historic properties.

5. Procedures for the management of historic properties within the lands, including but not limited to:

a. Procedures for the use of historic properties for agency purposes or the purposes of others, in a manner that does not cause significant damage to or deterioration of such properties, with reference to the Section 110 Guidelines, Section 110(a)(1), Discussion (b);

b. Procedures for affirmative actions to preserve historic properties, with reference to the Section 110 Guidelines, Section 110(a)(1), Discussion (c);

c. Procedures for the maintenance of historic properties, with reference to the Section 110 Guidelines, Section 110(a) (2), Discussion (d)(1)(i);

d. Procedures for the avoidance or mitigation of adverse effects on historic properties, with reference to the Section 110 Guidelines, Section 110(a)(2), Discussion (d)(1)(iii); and

e. Procedures to consult with relevant parties during implementation of the CRMP, with reference to the Section 110 Guidelines, Part III. These

procedures will identify circumstances timing and procedures to consult with the Council, or other interested parties.

6. An explanation of how the activities at the plant will comply with the Native American Graves Protection and Repatriation Act, Public Law 101-601, including but not limited to:

a. A discussion of the known or probable locations of Native American cultural items, as that term is defined in the Native American Graves Protection and Repatriation Act;

b. A discussion of the known or probable nature of those Native American cultural items;

c. A discussion of who will obtain any necessary permits under Section 4 of the Archeological Resources Protection Act of 1979, 16 U.S.C. 470aa, et seq.;

d. A discussion of what the Archeological Resources Protection Act permit should specify in order to minimize the potential for a 30-day work stoppage.

e. What (if any) Indian tribe will be consulted prior to the planned excavation or removal;

f. What disposition will be made of the excavated or removed items; and,

g. What will constitute proof of consultation under e. above.

ATTACHMENT 3

ACTIVITIES THAT NEED NOT BE REVIEWED BY THE SHPO

A. Maintenance work on existing features such as roads, fire lanes, mowed areas, disposal areas, and ditches.

B. Ordnance disposal.

C. Agricultural and grazing leases (excluding clearing and construction activities related to these leases that are expected to result in disturbance of the ground surface).

D. Timber management and harvesting in areas previously surveyed for historic properties, or exempted from archeological inventory requirements in consultation with the SHPO, when the AMCCOM avoids identified properties and those resources of undetermined National Register of Historic Places eligibility status. AMCCOM will place skid trails and loading and logistical staging areas at least 50 feet from a historic property or resource of undetermined status.

E. Hunting and fishing actions.

F. Use of land for training exercises, when such training involves no off-road vehicle use or ground disturbance, and when camping occurs in designated areas selected in consultation with the SHPO.

G. Recreational camping in designated areas selected in consultation with the SHPO.

H. Outgrants and contracting actions when the proposed use involves no active or potential construction, alteration, destruction, use of buildings or structures, relocation of buildings or structures, or disturbance of the ground surface.

I. Facilities maintenance activities by the Army that do not alter the building facades or interiors. (Alteration does not include repair of deteriorated materials or missing elements, which is exempt when they are replaced in kind or with materials that duplicate the original.)

J. Reviews, reports, studies, undertakings for planning purposes and decision making, including reports of excess, provided that no lands or facilities are physically laid away or disposed of by demolition, sale, or transfer, without appropriate documentation, coordination or other action as required by this agreement.